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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

UNIVERSAL DYEING & PRINTING,
INC., a California Corporation,

Plaintiff,

v.

ONE STEP UP, LTD., *et al.*,

Defendants.

Case No.: 2:18-cv-04140-JFW-AGR
Referred to the Hon. Alicia G. Rosenberg

**ORDER TO STIPULATED
PROTECTIVE ORDER**

1. INTRODUCTION

a. Purposes and Limitations

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosures and use extends only to the limited information or items that are entitled to confidential treatment under the

1 applicable legal principles. The parties further acknowledge, as set forth in Section
2 12(c), below, that this Stipulated Protective Order does not entitle them to file
3 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
4 that must be followed and the standards that will be applied when a party seeks
5 permission from the Court to file material under seal.

6 b. Good Cause Statement

7 This action is likely to involve trade secrets, customer and pricing lists and
8 other valuable research, development, commercial, financial, technical and/or
9 proprietary information for which special protection from public disclosure and from
10 use for any purpose other than prosecution of this action is warranted. Such
11 confidential and proprietary materials and information consist of, among other things,
12 confidential business or financial information, information regarding confidential
13 business practices, or other confidential research, development, or commercial
14 information (including information implicating privacy rights of third parties),
15 information otherwise generally unavailable to the public, or which may be
16 privileged or otherwise protected from disclosure under state or federal statutes, court
17 rules, case decisions, or common law.

18 Moreover, there is good cause for a two-tiered or attorneys-eyes-only
19 designation inclusion in this protective order as certain of the Parties are suppliers,
20 customers and/or competitors of one another and discovery will include sourcing
21 information, wholesale prices, product mark-up, overhead, customers, vendors,
22 manufacturing and other sourcing information and confidential and non-public
23 financial and business information that the parties would reasonably protect from
24 customers and/or competitors.

25 Accordingly, to expedite the flow of information, to facilitate the prompt
26 resolution of disputes over confidentiality of discovery materials, to adequately
27 protect information the parties are entitled to keep confidential, to ensure that the
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1 parties are permitted reasonable and necessary uses of such material in preparation
2 for and in the conduct of trial, to address their handling at the end of the litigation,
3 and to serve the ends of justice, a protective order for such information is justified in
4 this matter. It is the intent of the parties that information will not be designated as
5 confidential for tactical reasons and that nothing be so designated without a good
6 faith belief that it has been maintained in a confidential, non-public manner, and there
7 is good cause why it should not be part of the public record of this case.

8
9 The parties acknowledge that this Stipulated Protective Order does not confer
10 blanket protections on all disclosures or responses to discovery and that the
11 protection it affords from public disclosure and use extends only to the limited
12 information or items that are entitled to confidential treatment under the applicable
13 legal principles. Nothing herein shall prevent any Party from withholding or
14 redacting any documents and/or information that the Party deems privileged,
15 irrelevant, or otherwise objectionable.

16 Nothing in this Stipulated Protective Order shall be deemed in any way to
17 restrict the use of documents or information which are lawfully obtained or publicly
18 available to a party independently of discovery in this Action, whether or not the
19 same material has been obtained during the course of discovery in the Action and
20 whether or not such documents or information have been designated hereunder.
21 However, in the event of a dispute regarding such independent acquisition, a party
22 wishing to use any independently acquired documents or information shall bear the
23 burden of proving independent acquisition.

24 25 2. DEFINITIONS

26 a. Action: *Universal Dyeing and Printing, Inc. v. One Step Up, Ltd. et al.*,
27 Case No.: 2:18-cv-04140-JFW-AGR.

1 b. Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 c. “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored, or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified about in the
6 Good Cause Statement.

7 d. “HIGHLY CONFIDENTIAL”—ATTORNEYS’ EYES ONLY”
8 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
9 the disclosure of which to another Party or Non-Party would create a substantial risk
10 of serious harm that could not be avoided by less restrictive means.

11 e. Consultant: A person, including non-party expert and/or consultant,
12 retained or employed by Counsel to assist in the preparation of the case, to the extent
13 that they are reasonably necessary to render professional services in this Action, and
14 subject to the disclosure means requirements within this Stipulated Protective Order.

15 f. Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 g. Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
20 ONLY.”

21 h. Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 i. Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this Action.

1 j. House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 k. Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 l. Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 m. Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 n. Producing Party: a Party or Non-party that produces Disclosure or
14 Discovery Material in this Action.

15 o. Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 p. Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’
21 EYES ONLY.”

22 q. Receiving Party: a Party that receives Disclosure or Discovery Material
23 from a Producing Party

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
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1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial will be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order will remain in effect until a Designating Party agrees
8 otherwise in writing or a court order otherwise directs. Final disposition will be
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
10 or without prejudice; and (2) final judgment herein after the completion and
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
12 including the time limits for filing any motions or applications for extension of time
13 pursuant to applicable law.

14 The use of Designated Materials at depositions or trial does not void the
15 documents' status as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
16 ATTORNEYS' EYES ONLY" material or void the restrictions on the use of the
17 Designated Materials. Upon request of a party, the parties shall meet and confer
18 concerning the use and protection of Designated Material in open court at any
19 hearing.

20 At deposition, the party using Designated Material must request that the
21 portion of the proceeding where use is made be conducted so as to exclude persons
22 not qualified to receive such Designated Material.

23 At trial, the party using Designated Material must request that the portion of
24 the proceeding where use is made be conducted so as to exclude persons not qualified
25 to receive such Designated Material.

26 Prior to the pretrial conference, the parties shall meet and confer concerning
27 appropriate methods for dealing with Designated Material at trial.

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2 5. DESIGNATED PROTECTED MATERIAL

3 a. Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under this
5 Order must take care to limit any such designation to specific material that qualifies
6 under the appropriate standards. The Designating Party must designate for protection
7 only those parts of material, documents, items, or oral or written communications that
8 qualify so that other portions of the material, documents, items, or communications
9 for which protection is not warranted are not swept unjustifiably within the ambit of
10 this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an improper
13 purpose (e.g., to unnecessarily encumber the case development process or to impose
14 unnecessary expenses and burdens on other parties) may expose the Designating
15 Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection, that Designating Party must
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 b. Manner and Timing of Designations.

20 Except as otherwise provided in this Order (see, e.g., second paragraph of
21 section 5(b)(i) below), or as otherwise stipulated or ordered, Disclosure or Discovery
22 Material that qualifies for protection under this Order must be clearly so designated
23 before the material is disclosed or produced. Designation in conformity with this
24 order requires:

25 i. for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
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1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
2 ONLY” to each page that contains protected material. If only a portion or portions of
3 the material on a page qualifies for protection, the Producing Party also must clearly
4 identify the protected portion(s) (e.g., by making appropriate markings in the
5 margins).

6 A Party or Non-Party that makes original documents available for
7 inspection need not designate them for protection until after the inspecting Party has
8 indicated which documents it would like copied and produced. During the inspection
9 and before the designation, all of the material made available for inspection will be
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
11 it wants copied and produced, the Producing Party must determine which documents,
12 or portions thereof, qualify for protection under this Order. Then, before producing
13 the specified documents, the Producing Party must affix the legend

14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
15 ONLY” to each page that contains Protected Material. If only a portion or portions of
16 the material on a page qualifies for protection, the Producing Party also must clearly
17 identify the protected portion(s) (e.g., by making appropriate markings in the
18 margins).

19 ii. for testimony given in depositions, that the Designating Party
20 identify the Disclosure or Discovery Material on the record, before the close of the
21 deposition all protected testimony.

22 iii. for information produced in some form other than documentary
23 and for any other tangible items, that the Producing Party affix in a prominent place
24 on the exterior of the container or containers in which the information is stored the
25 legend “CONFIDENTIAL” Or or “HIGHLY CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY. If only a portion or portions of the information warrants protection,
27 the Producing Party, to the extent practicable, will identify the protected portion(s).
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1 c. Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order. Within five (5) business days of receipt of the substitute copies, the receiving
7 party shall return the previously unmarked or mismarked items and all copies thereof.
8 If the parties do not collectively agree to replacement of the Designated Material, the
9 producing party shall comply with the procedure of Local Rule 37 in seeking
10 protection for the inadvertently produced material.

11 d. Copies. All complete or partial copies of a document that disclose
12 Designated Materials shall be subject to the terms of this Stipulated Protective Order.

13 e. Unless and until otherwise ordered by the Court or agreed to in writing
14 by the parties, all Designated Materials designated under this Stipulated Protective
15 Order shall be used by the parties and persons receiving such Designated Materials
16 solely for conducting the above-captioned litigation and any appellate proceeding
17 relating thereto. Designated Material shall not be used by any party or person
18 receiving them for any business or any other purpose. No party or person shall
19 disclose Designated Material to any other party or person not entitled to receive such
20 Designated Material under the specific terms of this Stipulated Protective Order. For
21 purposes of this Stipulated Protective Order, "disclose" or "disclosed" means to
22 show, furnish, reveal or provide, indirectly or directly, any portion of the Designated
23 Material or its contents, orally or in writing, including the original or any copy of the
24 Designated Material.

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26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 a. Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court's
3 Scheduling Order.

4 b. Meet & Confer. The Challenging Party will initiate the dispute
5 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
6 et seq.

7 c. The burden of persuasion in any such challenge proceeding will be on
8 the Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties will continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 a. Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending, or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a Receiving
20 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 b. Disclosure of "CONFIDENTIAL" Information or Items.

25 Unless otherwise ordered by the Court or permitted in writing by the
26 Designating Party, a Receiving Party may disclose any information or item
27 designated "CONFIDENTIAL" only to:
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1 i. The Receiving Party’s Outside Counsel of Record in this Action,
2 as well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 ii. The officers, directors, and employees (including House Counsel)
5 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 iii. Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 iv. The Court and its personnel;

10 v. Court reporters and their staff;

11 vi. Professional jury or trial consultants, mock jurors, and
12 Professional Vendors to whom disclosure is reasonably necessary for this Action and
13 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 vii. The Author or recipient of a document containing the information
15 or a custodian or other person who otherwise possessed or knew the information;

16 viii. During their depositions, witnesses, and attorneys for witnesses,
17 in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing
18 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
19 they will not be permitted to keep any confidential information unless they sign the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
21 agreed by the Designating Party or ordered by the Court. Pages of transcribed
22 deposition testimony or exhibits to depositions that reveal Protected Material may be
23 separately bound by the court reporter and may not be disclosed to anyone except as
24 permitted under this Stipulated Protective Order; and

25 ix. Any mediator or settlement officer, and their supporting
26 personnel, mutually agreed upon by any of the parties engaged in settlement
27 discussions.

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1 c. Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
2 ONLY” Information or Items.

3 Unless otherwise ordered by the Court or permitted in writing by the
4 Designating Party, a Receiving Party may disclose any information or item
5 designated “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

6 i. The Receiving Party’s Outside Counsel of Record in this Action,
7 as well as employees of said Outside Counsel of Record to whom it is reasonably
8 necessary to disclose the information for this Action;

9 ii. Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 iii. The Court and its personnel;

13 iv. Court reporters and their staff;

14 v. Professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably necessary for this Action and
16 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 vi. The Author or recipient of a document containing the information
18 or a custodian or other person who otherwise possessed or knew the information;

19 vii. Any mediator or settlement officer, and their supporting
20 personnel, mutually agreed upon by any of the parties engaged in settlement
21 discussions.

22 d. Use of Designated Materials by Designating Party. Nothing in this
23 Stipulated Protective Order shall limit a Designating Party’s use of its
24 own information or materials, or prevent a Designating Party from
25 disclosing its own information or materials to any person. Such
26 disclosure shall not affect any designations made pursuant to the terms
27 of this Stipulated Protective Order, so long as the disclosure is made in a
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manner that is reasonably calculated to maintain the confidentiality of the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” that Party must:

- a. Promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;
- b. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and
- c. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party will bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

a. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

b. In the Event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party will:

i. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

ii. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested and

iii. Make the information requested available for inspection by the Non-Party, if requested.

c. If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this Court of its Protected Material.

1 10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 11.INADVERTANT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

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13 Any inadvertent production of documents containing privileged information
14 shall not be deemed to be a waiver of the attorney-client privilege, work product
15 doctrine, or any other applicable privilege or doctrines. All parties specifically
16 reserve the right to demand the return of any privileged documents that it may
17 produce inadvertently during discovery if the producing party determines that such
18 documents contain privileged information. After receiving notice of such inadvertent
19 production by the producing party, the receiving party, within five (5) business days
20 of receiving any such notice, agrees to locate and return to the producing party all
21 such inadvertently produced documents, or certify the destruction thereof.

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24 12.MISCELLANEOUS

25 a. Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.
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1 b. Right to assert other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 c. Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the Court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the Court. If a filing party fails to
12 seek to file under seal items which a party in good faith believes to have been
13 designated as or to constitute "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
14 ATTORNEYS' EYES ONLY" material, such party may move the Court to file said
15 information under seal within four (4) days of service of the original filing. Notice of
16 such designation shall be given to all parties. Nothing in this provision relieves a
17 party of liability for damages caused by failure to properly seek the filing of
18 Designated Material under seal in accordance with Local Rule 79-5.2.2. Filing the
19 document under seal shall not bar any party from unrestricted use or dissemination of
20 those portions of the document that do not contain material designated
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY."

23 d. Unless the parties stipulate otherwise, evidence of the existence or
24 nonexistence of a designation under this Stipulated Protective Order shall not be
25 admissible for any purpose during any proceeding on the merits of this Action.

26 e. By stipulating to the entry of this Stipulated Protective Order no Party
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1 waives any right it otherwise would have to object to disclosing or producing any
2 information or item on any ground not addressed in this Stipulated Protective Order.
3 Similarly, no Party waives any right to object on any ground to use in evidence any
4 of the material covered by this Stipulated Protective Order. Moreover, this Stipulated
5 Protective Order shall not preclude or limit any Party's right to seek further and
6 additional protection against or limitation upon production of documents produced in
7 response to discovery. The parties reserve their rights to object to, redact or withhold
8 any information, including confidential, proprietary, or private information, on any
9 other applicable grounds permitted by law, including third-party rights and relevancy.

11 13.FINAL DISPOSITION

12 After the final disposition of this Action, as defined in paragraph 4, within 60
13 days of a written request by the Designating Party, each Receiving Party must return
14 all Protected Material to the Producing Party or destroy such material. provided that
15 no party will be required to expunge any system back-up media such as copies of any
16 computer records or files containing Protected Material which have been created
17 pursuant to automatic archiving or back-up procedures on secured central storage
18 servers and which cannot reasonably be expunged, and further provided that any
19 destruction does not destroy or affect the destroying party's computer programs,
20 hardware, software, servers, or the like. As used in this subdivision, "all Protected
21 Material" includes all copies, abstracts, compilations, summaries, and any other
22 format reproducing or capturing any of the Protected Material. Whether the Protected
23 Material is returned or destroyed, the Receiving Party must submit a written
24 certification to the Producing Party (and, if not the same person or entity, to the
25 Designating Party) by the 60 day deadline that (1) identifies (by category, where
26 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
27 that the Receiving Party has not retained any copies, abstracts, compilations,
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1 summaries or any other format reproducing or capturing any of the Protected
2 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
3 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
4 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
5 work product, and consultant and expert work product, even if such materials contain
6 Protected Material. Any such archival copies that contain or constitute Protected
7 Material remain subject to this Protective Order as set forth in Section 4
8 (DURATION).

9 14. Any willful violation of this Order may be punished by civil or criminal
10 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
11 authorities, or other appropriate action at the Court's discretion.

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13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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16 DATED: October 26, 2018

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18 HON. ALICIA G. ROSENBERG
19 United States Magistrate Judge
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